

**AMENDED SUMMARY TERM SHEET
RIO RANCHO EXECUTIVE PLAZA, LLC**
Revised as of 8/03/06

Additional funding to be provided by Fertitta Enterprises or its affiliate.

The following is a summary of terms which Fertitta Enterprises (and or its affiliate) ("Fertitta") would be willing to fund the balance of a construction/development loan (the "Loan") originated by USA Commercial Mortgage on behalf of the borrower ("Borrower"), Rio Rancho Executive Plaza, LLC, for the Rio Rancho project (the "Project"). These terms and conditions acknowledge the existing state of bankruptcy of USA Commercial Mortgage and its affiliates (the "Debtor") and, accordingly, attempt to address certain issues and concerns relative to providing funding through a servicer that is in bankruptcy.

Funding Amount:	\$3,773,000.00
Interest Rate:	12.5% without reduction for any servicing fee.
Collateral:	The additional funding provided by Fertitta or any other participants in the funding (the "Fertitta Funding") will be secured by a pari-passu interest in a deed of trust already existing for the Project.
Equity Participation:	The participants in the Fertitta Funding will receive from, or participate in the greater of \$400,000.00 or a 50% interest, in whatever interest in any success fee or equity participation currently held by USA Commercial Mortgage in the Project (USA Commercial Mortgage to provide all documentation with respect to its equity interest in the Project prior to any funding).
Other Conditions:	<p>The participants in the Fertitta Funding to have all interest and principal payments pass through without hold backs, offsets or other impairments which may result in the bankruptcy proceedings. Loan servicing fees generated by USA Commercial Mortgage with respect to the Project will only be based on amounts funded prior to the Fertitta Funding.</p> <p>If USA Commercial Mortgage is in breach of its servicing obligations for the Rio Rancho Loan under the Loan Servicing Agreement and fails to diligently pursue remedies on behalf of the Direct</p>

Lenders against the Borrower and the Project after an Event of Default under the Loan that is not cured by Borrower within the time periods outlined in the Loan Documents, and upon Fertitta's written notice to USA Commercial Mortgage, USA Commercial Mortgage shall within ten business days, substitute Fertitta as the servicing agent on the Loan. USA Commercial Mortgage further agrees and stipulates that Fertitta may then proceed with all remedies against Borrower without further order of the bankruptcy court.

Debtor USA Commercial Mortgage shall not attempt to impair, modify or amend these terms in any manner through a plan of reorganization or otherwise. In the event Fertitta determines, in its sole discretion, that any actions by Debtor USA Commercial Mortgage contravenes these terms and gives written notice, Debtor USA Commercial Mortgage shall, within ten business days, substitute Fertitta as the servicing agent on the Loan in the place of Debtor USA Commercial Mortgage and agrees that Fertitta may then pursue all of its remedies against Borrower without further order of the bankruptcy court. In the event that Fertitta elects to become the substitute servicing agent, Debtor USA Commercial Mortgage will provide Fertitta all financial records and copies of correspondence with respect to the Loan on the Project for Fertitta's use in servicing the Loan.

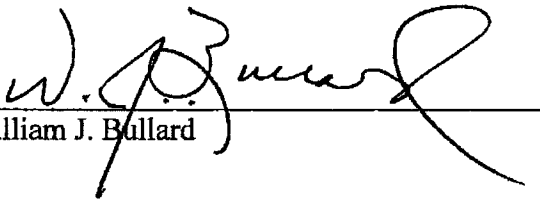
Court Approval:

Debtor will obtain all necessary court approval for the execution of the agreement between Fertitta and Debtor to satisfy the above terms and conditions. Debtor will also make an effort to contact all existing Direct Lenders for the Loan and offer all existing Direct Lenders the ability to participate on a pro rata basis in the Fertitta Funding under the same terms and conditions established by Fertitta for the Additional Advance amount of \$3,773,000.00. The approval of the Direct Lenders on the Rio Rancho loan is being sought pursuant to notice to the Direct Lenders under Section 2.9 of the Loan Servicing Agreement, which provides that Debtor USA Commercial Mortgage may not permit any modification to any Loan that would change the

outstanding principal amount without the Direct Lenders' prior consent; provided, however, if any Direct Lender fails to grant or deny its consent within three (3) business days after notice from Debtor USA Commercial Mortgage, such Direct Lender shall be deemed to have conclusively given its consent..

This is not a binding agreement and will be subject to final approved documentation to be provided by debtor with respect to these terms.

SUBMITTED



William J. Bullard

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